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**NAVIGABLE WATERS—DOCK AT END OF STREET.**—Defendant owned a tract of land on the water-front of Long Island Sound, through which ran a street of the plaintiff city. Plaintiff city had erected a dock at the end of the street. In condemnation proceedings brought by the city to secure defendant's land, the city claimed that as it, having an easement extending from the terminus of the street to the navigable waters of the sound, had of right erected its dock, thereby depriving defendant of the use of this strip of land, she should only be awarded nominal damages for this particular piece of property. *Held*, that, although the city's street easement extended to the navigable water, it had no right to erect such a wharf, and consequently defendant should be given substantial damages for it. *In Re Main Street in City of New York* (N. Y. 1915) 110 N. E. 176.

The question of whether or not a city having a right of way running down to a river may build a dock at the end of that right of way is one which has arisen in but few cases. It has been held that, since such an easement extends out to the middle of the stream, the easement carries with it the right to build a dock. *Williams v. Intendant and Town Council of Gainesville*, 150 Ala. 177, 43 So. 209; *Backus v. City of Detroit*, 49 Mich. 110. There is a dictum to this effect in *City of Galveston v. Menard*, 23 Tex. 349. That such a right does not exist, is held in *In Re Cramps Appeal*, 13 Phila. 16. It would seem that the former rule were the better one. It has been held that a public right of way down to a stream gives the public an easement over the adjoining water and submerged land to the middle of the river, and hence the public has the right to use the terminus of the right of way as a ferry landing. *Mills v. Learn*, 2 Ore. 215; *Patrick v. Ruffners*, 2 Rob. (Va.) 209; *Peter v. Kendal*, 6 Barn. & Cress. 703. It would seem but a proper further step to hold that the public has a right under the circumstances to erect a dock as a means, not of crossing the stream, but of access to the stream, which also is a public highway.

**MARRIAGE—NECESSITY FOR COHABITATION AFTER COMMON-LAW MARRIAGE.**—Where a marriage was invalid as a statutory marriage because performed under a void license, and such attempted marriage, though made *per verba de praesenti*, was not consummated by cohabitation. *Held*, not a valid common law marriage, though common law marriages are good in the state. *Herd v. Herd* (Ala. 1915) 69 So. 885.

The rule as to the necessary elements of a common-law marriage is generally stated somewhat as follows: "A valid common-law marriage may be constituted by a mutual agreement between the parties \* \* \* whereby they presently undertake and contract to be husband and wife \* \* \* and thereupon assume their marital duties and cohabit together." 26 Cyc. 838; *Williams v. Kilburn*, 88 Mich. 279; *Shorten v. Judd*, 60 Kan. 73; *Tartt v. Negus*, 127 Ala. 301; *Hutchison v. Hutchison*, 196 Ill. 432; *Van Tuyl v. Van Tuyl*, 57 Barb. 235; *Univ. of Mich. v. McGuckin*, 64 Neb. 300; *Adger v. Acker-*